

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA**

GE RENEWABLE NORTH
AMERICA, LLC,

Plaintiff,

v.

SKF USA INC.,

Defendant.

Civil Action No.
1:25-cv-01157-VMC

**DECLARATION OF JEFFREY MARCHOZZI IN SUPPORT OF
DEFENDANT'S PARTIAL MOTION TO DISMISS**

I, Jeffrey Marchozzi, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I am over the age of 18 and am generally familiar with the Plaintiff's allegations in the above-captioned matter. Except where otherwise indicated, all of the information contained herein is based on my personal knowledge and recollection. If called and sworn as a witness, I could and would competently testify to these facts.

2. I am currently Key Account Manager-Seals at Defendant SKF USA Inc. ("SKF"), a position I have held since January 2023. I respectfully submit this Declaration in support of SKF's Partial Motion to Dismiss.

3. SKF is a leader in rolling bearings and related technologies including sealing solutions, lubrication systems, and services.

4. I have reviewed the Amended Complaint filed by GE Renewables North America, LLC (“GERNA”) on or about February 20, 2024, and am familiar with the claims alleged therein against SKF.

5. SKF and the entity now known as Gerna entered into a Supply Agreement on or about January 1, 2015 (the “Supply Agreement”), in connection with Gerna purchasing from SKF mainshaft bearings used in wind turbines.

6. All purchases under the Supply Agreement were subject to the issuance of purchase orders by Gerna pursuant to the Purchase Terms annexed to the Supply Agreement “and any agreed updates, changes, and modifications to the same.” Supply Agreement ¶ 1(c).

7. The Supply Agreement states that the Supply Agreement and the Purchase Terms annexed to the Supply Agreement take precedence over any individual order, drawing, specification, or related documents. As part of the Supply Agreement, Gerna agreed to the following terms, among others:

All Orders, acceptances and other writings or electronic communications between the parties shall be governed by this Agreement, and it is intended that reference to this Agreement shall include all appendices hereto and, in case of conflict, the following order of precedence will prevail: i) this Agreement; ii) the Appendices to this Agreement; iii) individual Orders; and iv) drawings, specifications and related documents specifically incorporated herein by reference.

Supply Agreement ¶ 1(c).

8. SKF and GERNA negotiated an Addendum Number Three, with an effective date of December 18, 2019, that extended the Supply Agreement through and including at least December 22, 2020.

9. SKF and GERNA honored and complied with the agreements made in Addendum Number Three in all respects, including treating the Supply Agreement as in effect in all respects until, at least, December 22, 2020.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 13, 2025
in Plymouth Meeting, Pennsylvania



JEFFREY MARCHOZZI